

## **TETRA TECH / HARTMAN & ASSOCIATES, INC.**

### EXECUTIVE TEAM:

Gerald C. Hartman, P.E., DEE  
Harold E. Schmidt, Jr., P.E., DEE  
James E. Christopher, P.E.  
Charles W. Drake, P.G.  
Mark A. Rynning, P.E., M.B.A.  
William D. Musser, P.E., P.H.  
Lawrence E. Jenkins, P.S.M.

### SENIOR ASSOCIATES:

Marco H. Rocca, C.M.C.  
Roderick K. Cashe, P.E.  
Douglas P. Dufresne, P.G.  
Jon D. Fox, P.E.  
Troy E. Layton, P.E., DEE  
Daniel M. Nelson, P.E.

engineers, hydrogeologists, surveyors & management consultants

October 1, 2004

HAI # 04.0321.M00

### ASSOCIATES:

Les H. Porterfield, P.E.  
Andrew T. Woodcock, P.E., M.B.A.  
John P. Toomey, P.E.  
Jennifer L. Woodall, P.E.  
Rafael A. Terrero, P.E., DEE  
Jill M. Hudkins, P.E.  
Valerie C. Davis, P.G.  
Charles M. Shultz, P.E.  
Sean M. Parks, AICP, QEP  
C. Michelle Gaylord  
Tara L. Hollis, C.P.A., M.B.A.  
W. Bruce Lafrenz, P.G.  
Alexis K. Stewart, P.E.  
Christopher W. Hardin, P.E.  
James R. Warner, E.I.

Mr. Emory H. Pierce, P.E.  
Director Public Works  
City of Brooksville  
600 South Brooksville Avenue  
Brooksville, FL 34601

# **DRAFT**

**Subject: Proposal for Engineering Review Services**

Dear Mr. Pierce:

We are pleased to submit the following proposal for professional services in connection with engineering review services for the City of Brooksville. TetratethHAI, hereinafter referred to as the Consultant, proposes services for the City of Brooksville, hereinafter referred to as the Client or City for the scope outlined below for the fees stipulated herein.

### Scope of Services

Task 1 – Data Collection – Through a joint effort with the City, Consultant will collect existing data such as plans and specifications, City design standards, and planning documents to provide a basis for the review.

Task 2 – Engineering Review - Consultant shall review the design basis, plans, and specifications submitted for conformance with regulatory requirements, industry guidelines, and City planning requirements.

Task 3 – Report -- Consultant will provide a draft letter report describing the results of the review and analysis and making appropriate recommendations for revision if necessary. After review of the draft by the City, Consultant will prepare a final letter report.

Task 4 – Meetings – Meetings with City staff will be conducted as needed during this engagement.

Task 5 –Presentation – Consultant will prepare presentation materials and attend workshop-type meeting with the City Council, as required, to present the results and recommendations of the review.

### Items To Be Furnished At No Expense to the Consultant

Assist Consultant by furnishing, at no cost to the Consultant, all available pertinent information. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by Consultant without independent verification of the same.

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Time of Performance

Tasks 1 through 5 of the Scope of Services will be completed within ninety (90) calendar days after receipt of Notice to Proceed except for delays beyond the reasonable control of the Consultant. Said representation is not, however, a warranty or guarantee that said services will be completed within such time frame.

Fees to be Paid

For Tasks 1 through 5 of the Scope of Services, the Consultant shall be on an hourly basis pursuant to the hourly rate schedule presented in attachment A.

Invoices for services rendered are prepared monthly and are due and payable upon receipt. Past due statements shall include interest from the date of invoice at a compound interest rate of one and one-half (1½ %) percent per month or the maximum allowed by law.

This contract shall be governed by the laws of the State of Florida and the appropriate venue for any actions arising out of the agreement would be Orlando, Florida.

Modification to the Terms of this Agreement

In the event Client issues a Purchase Order or Memorandum or other Instrument covering the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for Client internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect. This contract is the entire contract between the parties and there is no modification or waiver of any of the terms and conditions herein unless signed by both parties.

Termination

This Agreement may be terminated by either party by giving thirty (30) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Ownership and Use of Documents

Drawings, specifications, reports and electronic data files generated as the result of this agreement shall be considered as works made for hire and shall become the property of the City whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings, specifications, and hard copies of electronic data files and the cost of providing one final set of all such final items is included in the total cost of this agreement. Except or as otherwise provided, the Consultant shall not be liable for use by the City of said drawings, specifications, reports and electronic data files or other data for any purpose other than specifically stated in this agreement or any exhibit, attachment or supplemental agreement made a part thereof.

Mr. Emory H. Pierce, P.E.  
October 1, 2004  
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Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. This contract will be binding on the parties hereto and parties' successors and assigns. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Very truly yours,

**Hartman & Associates, Inc.**

\_\_\_\_\_  
Witness

Andrew T. Woodcock, P.E., M.B.A.

\_\_\_\_\_  
Witness

Accepted by:

**City of Brooksville**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

ATW/jev/04.0321.M00/corresp/Proposal

cc: John P. Toomey, P.E., HAI

**ATTACHMENT A  
HARTMAN & ASSOCIATES, INC.  
HOURLY RATE SCHEDULE  
RATE SCHEDULE 4**

Senior Manager	\$225.00
Division Manager	\$170.00
Senior Engineer/Hydrogeologist	\$160.00
Engineer/Hydrogeologist VIII	\$150.00
Engineer/Hydrogeologist VII	\$140.00
Engineer/Hydrogeologist VI	\$130.00
Engineer/Hydrogeologist V	\$120.00
Engineer/Hydrogeologist IV	\$100.00
Engineer/Hydrogeologist III	\$85.00
Engineer/Hydrogeologist I/II	\$75.00
Senior Project Manager	\$140.00
Senior Scientist	\$120.00
Scientist	\$85.00
Science Technician	\$60.00
Senior Management Consultant	\$160.00
Management Consultant	\$120.00
Appraiser	\$120.00
Senior Rate Analyst	\$110.00
Rate Analyst	\$100.00
Junior Rate Analyst	\$85.00
Research Analyst	\$75.00
Senior Inspector	\$95.00
Inspector	\$75.00
Senior GIS Analyst	\$85.00
GIS Analyst	\$70.00
Engineering Designer IV	\$95.00
Engineering Designer III	\$75.00
Engineering Designer II	\$60.00
Engineering/Hydrogeologist/Surveying Technician IV	\$80.00
Engineering/Hydrogeologist/Surveying Technician III	\$70.00
Engineering/Hydrogeologist/Surveying Technician II	\$60.00
Engineering/Hydrogeologist/Surveying Technician I	\$50.00
Graphics Manager	\$75.00
Graphics Technician	\$60.00
Professional Land Surveyor/Mapper	\$120.00
Administrative Assistant	\$65.00
Senior Word Processor	\$60.00
Word Processor	\$55.00
Reproduction/Courier Support/Secretarial Support	\$50.00

Effective Date: October 1, 2003 (Hourly rates are reviewed periodically and may be adjusted to reflect changes in the various elements that comprise them). Payment is due upon receipt of invoice. Past due invoices (31 days or more from invoice date) will be increased by 1.5% per month, or the maximum allowed by law. Other direct costs, subconsultants and reimbursable expenses will be billed at cost times a factor of 1.15.